

Harris Computer Systems
1 Antaries Dr, Suite 400, Ottawa, Ontario K2E 8C4
(613) 226-5511 Fax: (613) 226-3377

Agreement For The Acquisition and Supply of Computer Software and Related Services Quote

BILLING ADDRESS

Gibson County Auditor
County Courthouse
101 North Main
Princeton, IN 47670
HEREINAFTER CALLED "THE CUSTOMER"

Contact: Kenneth Greubel
Telephone: 812 385 4927

EQUIPMENT LOCATION

SAME

Contact: _____

Telephone: _____

Item	Description	Cost	Qty	Training Cost	Project MgtCost	Total Cost
1	Installation of OWF v4	\$ 1,000.00	1			\$ 1,000.00
2	Conversion from Solid to MSS	\$ 2,000.00				\$ 2,000.00
3	Additional Uniface Licenses	\$ 450.00	3			\$ 1,350.00
4	Uniface Admin Fee	\$ 200.00				\$ 200.00
5	pcAnywhere v11 Host/Remote	\$ 245.00	1			\$ 245.00
6	pcAnywhere v11 Host Only	\$ 125.00	2			\$ 250.00
TOTAL		\$ 4,020.00		\$ -	\$ -	\$ 5,045.00
						4550.00

PAYMENT TERMS

One Hundred (100) percent due upon signing of contract

NOTES AND ATTACHMENTS

Plus travel related expenses.

******MSS 2000 and additional MSS licenses will be purchased through Manatron**

THE CUSTOMER AGREES TO ALL THE TERMS OF THIS AGREEMENT AS SET FORTH ABOVE, INCLUDING ANY NOTED ATTACHMENTS, AND ON THE REVERSE SIDE HEREOF, AND IN CONSIDERATION THEROF, HEREBY EXECUTES THIS AGREEMENT

ACCEPTED BY:

HARRIS COMPUTER SYSTEMS

Signature

Please Print Name And Title

September 24, 2004

Date _____

GIBSON COUNTY AUDITOR

Signature

Please Print Name And Title

Date _____

Subject to the terms and conditions provided in this Agreement, HARRIS herein agrees to supply a computer system comprised of the components as set forth on the front page.

In consideration of the mutual covenants herein, the parties hereto now agree as follows:

1. The recitals set forth above are confirmed to be true and incorporated into this agreement.
2. This agreement shall continue in full force and effect and shall survive the supply, delivery and installation of the system.
3. The system shall be composed of the hardware and the application software as set forth on the front page, which forms part of this agreement.
4. The full and complete purchase price of the system, including hardware and software license fees is detailed on the front page, excluding any applicable Taxes. The purchase price shall be payable as outlined on the front page.
5. **THE CUSTOMER** agrees that loss or damage to the system by fire, theft, misuse while in the possession of **THE CUSTOMER**, shall not relieve **THE CUSTOMER** from making the payments provided for herein and should therefore adequately insure the system.
6. **HARRIS** warrants that the hardware shall be free from defects and workmanship for a period of 90 days from date of installation of the hardware at **THE CUSTOMER'S** office, and that the software shall be free from defects in material, content and workmanship for a period of 90 days from date of installation. **THE CUSTOMER** has reviewed the current documentation that **HARRIS** has provided for all modules listed on the front page. **HARRIS** warrants the software will meet or exceed all features and functionality as described in the provided documentation. **THE CUSTOMER'S** remedy, and **HARRIS'** liability under the foregoing shall be to repair or replace the defective item, providing **THE CUSTOMER** agrees to give **HARRIS** prompt notice of any defect.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, RELATING TO THE PROVIDING OR PERFORMANCE OF THE HARDWARE, SOFTWARE OR RELATED SERVICES HEREUNDER INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

7. **HARRIS** agrees to provide implementation services as set forth on the front page, exclusive of travel and related travel expenses. Such travel and travel related expenses shall be billed to **THE CUSTOMER** as incurred. All other services will be chargeable at the then current daily rate, exclusive of travel and travel related expenses.
8. **HARRIS** agrees to provide **THE CUSTOMER** with service for the hardware, and maintenance for the software in accordance with the terms and conditions set out in the "Hardware and Software Maintenance Agreement" which forms part of this agreement.
9. Both parties agree that **HARRIS**, for the protection of its licensed software sources, shall have the right to retain them.
10. All warranties, representations, terms and covenants given herein shall survive and not merge on the delivery of any of the equipment herein.
11. **THE CUSTOMER** agrees that **HARRIS'** liability for any breach of warranty, expressed or implied (including without limitation of the foregoing any warranties of merchantability or fitness), and for **HARRIS'** liability of any kind, including liability of negligence with respect to the performance of service hereunder and all other performances by **HARRIS** under or pursuant to this agreement, shall be limited to the correction by **HARRIS** of any defective maintenance service by restoring the equipment to good operating condition and shall not include liability for lost profits, incidental or consequential damages, or for any claim or demand against **THE CUSTOMER** or any other party. **THE CUSTOMER** agrees to hold **HARRIS** harmless for any injury to the person or property of, or for any loss, expense, or damage incurred by, any employee, customer, invitee of **THE CUSTOMER** or of any other person or party, except agents or employees of **HARRIS**, however caused, and whether such injury, loss, expense or damage appears prior to or subsequent to the commencement date of this contract, if such injury, loss, expense, or damage arises in any manner out of or connected with the equipment maintained or with the service provided hereunder or otherwise out of **HARRIS'** performance out of or pursuant to this agreement.
12. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein or on the front page. No failure or delay on the part of either party in exercising any power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or power preclude any further or other exercise thereof or the exercise of any other right or power hereunder, no modification or waiver of any provision of this agreement nor consent to any departure by either party therefrom will in any event be effective until the same will be in writing and then such waiver or consent will be effective only in the specific instance and the purpose for which it was given. No notice to or demand on, either party in any case will entitle such party to any other or further notice or demand in similar or other circumstances.
13. If either party defaults with regard to proprietary information, or in the performance of any other of its obligations under this Agreement, either party may, at its option, terminate this Agreement with written thirty (30) business day notice to the other party. Such right to terminate the Agreement shall only become effective providing that formal written notification to the defaulting party has occurred, and providing that the defaulting party has not cured such non-performance within thirty (30) business days after the expiration of the thirty (30) business day notice of such default. Any non-performance which in the exercise of due diligence cannot be cured within such thirty (30) business day period shall not be deemed a default so long as the defaulting party shall within such period commence and thereafter continue diligently to cure such non-performance. Either party may pursue legal and suitable remedies which may be available to it, should the defaulting party be unable to cure such default during the thirty (30) business day curing period or be unable to work diligently to cure such non-performance.
14. Any taxes, whether specifically identified in this Agreement or not, which are imposed currently or in the future, by any authority with the power of taxation in connection with the Sale of the Licensed Software, Equipment or Services, or Maintenance shall be paid by **THE CUSTOMER**. If **THE CUSTOMER** is exempt from taxation, **THE CUSTOMER** shall provide a Certificate of Exemption within thirty days of execution of this Agreement.
15. This Agreement shall enure to the benefit of, and be binding upon, the parties hereto, on the successors and assigns of **HARRIS** and on the successor and permitted assigns of **THE CUSTOMER**.
16. **HARRIS** and **THE CUSTOMER** mutually agree to submit themselves solely to the jurisdiction of the courts in the State of New York with respect to suits arising in connection with this contract.